

CONTRACT DOCUMENTS

***City of Lincoln
Nebraska***

**Annual Requirements of
Bus Shelter Cleaning
Bid No. 09-263**

**Hartland Cleaning Services & Associates
941 "O" Street, Suite-B2
Lincoln, NE 68508**

City of Lincoln, Nebraska

Contract Agreement

THIS CONTRACT, made and entered into this _____ day of _____ 2009, by and between **Hartland Cleaning Services & Associates, 941 "O" Street, Suite-B2, Lincoln, NE 68508** hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

Contract amount to be purchased as needed at the Unit Price provided in the bid.

Contract Agreement

In addition to the above, the following is required by Ordinance No. 4.66.100(b): All parties of this Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract, as allowed by law.

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

The term of the Contract shall be for **four (4) years starting December 1, 2009 thru November 30, 2013.**

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

Contract Agreement

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA	
ATTEST: _____ City Clerk	CITY OF LINCOLN, NEBRASKA _____ Mayor Approved by: Dated _____
EXECUTION BY CONTRACTOR	
IF A CORPORATION: ATTEST: _____ Secretary (SEAL)	_____ Name of Corporation _____ Address By: _____ Duly Authorized Official _____ Legal Title of Official
IF OTHER TYPE OF ORGANIZATION:	_____ Name of Organization _____ Type of Organization _____ Address By: _____ Member By: _____ Member
IF AN INDIVIDUAL:	_____ Name _____ Address _____ Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Tom Kopplin Asst. Purchasing Agent	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email		Contact	Tom Kopplin Asst. Purchasing Agent	Contact
Phone	1 (402) 441-7414			Department
Fax	1 (402) 441-6513			Building
Bid Number	09-263			Floor/Room
Title	Annual Requirements of Bus Shelter Cleaning	Department		Telephone
Bid Type	Bid	Building		Fax
Issue Date	10/30/2009	Floor/Room		Email
Close Date	11/13/2009 12:00:00 PM CST	Telephone	1 (402) 441-7414	
Need by Date		Fax	1 (402) 441-6513	
		Email	tkopplin@lincoln.ne.gov	

Supplier Information

Company Hartland Cleaning Services & Associates
Address 941 "O" Street
Suite-B2
Lincoln, NE 68508
Contact Joseph Salinas-General Accounts Manager
Department
Building
Floor/Room
Telephone usa (402) 475-5588
Fax usa (402) 475-5589
Email j.salinas@hartlandcleaning.biz
Submitted 11/12/2009 9:37:53 AM CST
Total \$2,305.00

Signature 

Supplier Notes

Bid Notes

If you need assistance in preparing your bid, there are several options.

1) Click the the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at <http://www.lincoln.ne.gov/city/finance/purch/spec/veninst.ppt>

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Specifications	I acknowledge reading and understanding the specifications.	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Contract Term	I acknowledge understanding that the City is interested in entering into a four (4) year contract for these services and that pricing shall remain firm for the entire contract term from December 1, 2009 through November 30, 2013.	Yes
4	Emergency Clean-up Work	State the Hourly Cost for Emergency Clean-up Work.	21.00
5	Section 13.2 Information	I have attached the information requested in section 13.2 of the Specification to the Response Attachment section of this bid.	Yes
6	Bid Bond Submission - City	I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the City Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!	I have delivered my bid bond.
7	Electronic Signature	Please check here for your electronic signature.	Yes
8	Contact	Name of person submitting this bid:	Geoffrey Gibbs

Line Items

#	Qty	UOM	Description	Response
1	1	Month	Cleaning of Shelters as described in the Specifications for the Shelters listed in Section I.	\$1,100.00
Item Notes: The price submitted should reflect a per Month cost for the cleaning of all shelters listed in Section I.				
Supplier Notes:				
2	1	Month	Cleaning of Shelters as described in the Specifications for the Shelters listed in Section No. II.	\$650.00
Item Notes: The price submitted should reflect a per Month cost for the cleaning of all shelters listed in Section II.				
Supplier Notes:				
3	1	Month	Cleaning of Shelters as described in the Specifications for the Shelters listed in Section III.	\$555.00
Item Notes: The price submitted should reflect a per Month cost for the cleaning of all shelters listed in Section III.				
Supplier Notes:				
Response Total:				\$2,305.00

**SPECIFICATIONS FOR
JANITORIAL SERVICE OF THE CITY BUS SHELTERS**

1. CONTRACT PERIOD

- 1.1 Janitorial services shall be performed in accordance with the specification document and accepted proposal(s) for a period of four (4) years.
- 1.2 The first sixty (60) days of the contract period shall be a probation period.

2. CONTRACTOR'S EMPLOYEES

- 2.1 Contractor shall employ only trained, qualified employees.
- 2.2 The number of employees required shall be determined by the contractor, as many as are deemed necessary to perform the work.
- 2.3 The employees will be subject to the direction of the contractor at all times.
 - 2.3.1 Contractor must require the employees to comply with all instructions pertaining to conduct and StarTran regulations.
 - 2.3.2 Contractor will be responsible for all acts of the employees.
- 2.4 Contractor must provide to the City Agent a list of employees who will be performing work at the shelter locations.
 - 2.4.1 The contractor shall keep current such lists as employees change.
 - 2.4.2 Contractor must provide all employees with proper identification.
 - 2.4.3 The City Agent shall have authority to refuse any employee to perform work at the shelter locations.
 - 2.4.4 The City Agent may conduct security background checks on any of the contractor's employees at any time during the contract period.
- 2.5 Only contractor employees are allowed at the shelter locations to perform their duties.

3. CONTRACT ADMINISTRATION

- 3.1 Contractor shall furnish all labor, equipment and supplies for the trash collection care and cleaning of the shelters.
 - 3.1.1 Equipment and supplies used by the contractor may be subject to approval by StarTran.
 - 3.1.2 Contractor shall properly dispose of all used chemicals, containers and supplies in strict accordance with all OSHA and EPA standards and requirements.
 - 3.1.3 Trash receptacles shall have liners at all times.
 - 3.1.4 Under no circumstance shall trash be disposed of on StarTran property or other private property.
- 3.2 Contractor shall perform emergency clean-up work made necessary by floods, leaks and similar occurrences.
 - 3.2.1 Contractor must be available to provide such emergency services on a 24-hour/day call-out basis.
 - 3.2.2 The additional hourly cost for such emergency work shall be indicated in the attributes portion of this response.

- 3.3 Contractor shall immediately notify the City Agent of any vandalism or deficiencies to the shelter or waiting areas (loose or broken benches, broken glass, etc.).
 - 3.3.1 Contractor shall clean up any and all graffiti which is found on the shelters.

4. TERMINATION OF CONTRACT

- 4.1 During probation period:
 - 4.1.1 The City reserves the right to terminate the contract at any time during the probation period without cause, upon ten (10) days written notice.
- 4.2 For lack of appropriations:
 - 4.2.1 The City may terminate the contract as of August 31st of any fiscal year, should funds not be appropriated for the continuance of the contract into the following fiscal year.
 - 4.2.2 The City will give the contractor fifteen (15) days written notice of termination for lack of appropriated funds.
- 4.3 For Cause:
 - 4.3.1 If janitorial services are found not to be in compliance with the terms and conditions of the Specification Document and accepted proposal, the City Agent shall notify the contractor of the complaint and non-compliance.
 - 4.3.2 The contractor shall be given twenty-four (24) hours to correct the cause of complaint.
 - 4.3.3 If the City Agent registers three (3) such complaints of non-compliance within any thirty (30) calendar day period, the City may cancel the contract for cause.

5. CITY AGENT

- 5.1 Mr. Jim Wetzler, Field Supervisor, or his authorized representative, shall be the City's Agent with respect to the performance of the bus shelter janitorial maintenance contract.

6. SITE VISITATIONS

- 6.1 Prospective providers shall inform themselves of the condition under which the services are to be performed, concerning the site of work, the structures, obstacles which may be encountered, storage and all other relevant matters concerning the services to be performed.
 - 6.1.1 Interested bidders are encouraged to view the bus shelters and locations to completely familiarize themselves with the location and nature of the work involved.
- 6.2 The provider will not be allowed any extra compensation by reason of any matter or thing concerning which he might fully have informed themselves prior to submission of proposal.

- 6.3 Please contact Mr. Tom Kopplin via e-mail, tkopplin@lincoln.ne.gov for any further details regarding the requirements of these specifications.

7. INSURANCE

- 7.1 Successful bidder shall be required to provide in accordance with the attached "Insurance Clause to be used for All City Contracts".
7.2 Insurance need not be submitted with the bid.

8. CONTRACT AND BOND

- 8.1 Within fourteen (14) calendar days after bid award, the successful bidder must execute a written contract.
8.2 Also, within such time period, the successful bidder must:
8.2.1 Furnish contract performance bond or an alternate form of security acceptable to the City, in a sum equal to three (3) monthly charges for janitorial services; such bonds to be executed by the successful bidder and by a corporate surety company authorized to transact business in the State of Nebraska.

9. TERMS OF PAYMENT

- 9.1 Contractor will be paid on a regular monthly basis for all work performed in accordance with the contract documents and properly invoiced to the City.
9.2 A check sheet shall be used to record dates each unit is serviced.
9.2.1 A copy of the Maintenance/Cleaning check sheet shall be enclosed with each monthly invoice.
9.3 The City's normal terms of payment are thirty (30) days after work has been performed and after receipt of invoice.
9.4 StarTran reserves the right to add or delete shelters during the contract period.
9.4.1 Adjustments to the monthly invoices shall be made in accordance with the per shelter monthly bid price indicated on the proposal form.
9.5 Deductions will be made by the City Agent from the monthly invoices for shelters not serviced in accordance with the specifications.
9.5.1 Such deductions shall be in accordance with per shelter monthly bid price.

10. PAYMENT TO UNEMPLOYMENT FUND

- 10.1 The contractor must pay to the Unemployment Compensation Fund of the State of Nebraska, unemployment contribution and interest due under the provisions of Section 48-601 through 48-669, Nebraska Reissue Revised Statutes for 1943, on wages paid to individuals employed in the performance of the contract.

11. ACCESS AND PARKING

- 11.1 The contractor shall park all vehicles in an area as designated by the City Agent.
- 11.2 Access to the location shall be gained as directed by the City Agent.
- 11.3 Only employees of the contractor with proper identification are permitted access to the facilities.

12. LICENSES

- 12.1 Contractor shall secure all license and/or certificates that may be required for the performance of the contract.
- 12.2 All associated costs shall be born by the contractor.

13. BIDDING PROCEDURE

- 13.1 Bids shall be based on the contractor's monthly charge for each facility for janitorial services performed in accordance with the Specification Document.
 - 13.1.1 The bid proposal form shall state the monthly charge applicable for all four (4) years of the agreement.
 - 13.1.2 Monthly charge adjustments will not be permitted.
 - 13.1.2.1 However, allowances will be made by the City should there be a substantial change in the nature of work involved, caused by building remodel, etc.
 - 13.1.2.2 Such charge adjustments must be in the form of a written contract addendum.
- 13.2 Bidders shall submit the following information as an attachment in the Response Attachments portion of the response:
 - 13.2.1 The name, telephone number and address of the bidder's agent who will be responsible for contract performance and administration.
 - 13.2.2 A listing of number of employees, equipment and supplies to be used at each facility.
 - 13.2.3 A statement outlining the contractor's quality control procedures for the performance of the contract.
 - 13.2.4 A reference list, including not less than three (3) existing and proper contracts of the size and scope of the requirements of this specification document, including:
 - 13.2.4.1 Customer name and address
 - 13.2.4.2 Name and telephone number of customer's agent responsible for contract administration
 - 13.2.4.3 Sizes of location(s) in square feet
 - 13.2.4.4 Frequency of service

14. SECTION I SHELTER LOCATION, CLEANING FREQUENCY AND MAINTENANCE REQUIREMENTS

- 14.1 The locations of the shelters named in this section shall be maintained as follows:
 - 14.1.1 Cleaning frequency shall be done five (5) times weekly - Monday through Friday
 - 14.1.2 Cleaning shall be done between the hours of 3:30 p.m. and 7:00 p.m.
- 14.2 Maintenance requirements shall include the following functions:
 - 14.2.1 Wipe or wash all glazing (windows) inside and out.
 - 14.2.2 Dust and clean benches.
 - 14.2.3 Sweep and remove leaves, trash and other material from inside the shelter waiting area and the area immediately surrounding the shelter area.
 - 14.2.4 Empty trash receptacles in these areas.
 - 14.2.4.1 The contractor will use trash receptacle liners, at his expense.
 - 14.2.5 It is acknowledged that during inclement weather (temperature below 32 degrees F.) washing of shelter glass will not be required.
 - 14.2.6 Remove snow from inside the shelter waiting area and the area immediately surrounding the shelter area.
- 14.3 Power cleaning (power washing) shall be required once per month from April through October (7 times in 7 months).
 - 14.3.1 This power cleaning shall only be done on the weekends.
- 14.4 Locations:
 - 14.4.1 11th & "N" Streets (three shelters) and the benches and garbage cans on the South side of Golds Galleria.
 - 14.4.2 11th & "J" Streets (two shelters)
 - 14.4.3 13th & "J" Streets (one shelter)
 - 14.4.4 14th & "J" Streets (one shelter)
 - 14.4.5 14th & "L" Streets (State office Bldg. - two shelters)
 - 14.4.6 14th & "M" Streets (two shelters)
 - 14.4.7 14th & "O" Streets (Papa Johns - two shelters)
 - 14.4.8 13th & "Q" Streets (two shelters)
 - 14.4.9 18th & "J" Streets (one shelter)
 - 14.4.10 17th & "J" Streets (one shelter)
 - 14.4.11 10th & "J" Streets (one shelter)
 - 14.4.12 9th & "J" Streets (one shelter)
 - 14.4.13 17th & "G" Streets (one shelter)
 - 14.4.14 14th & "R" Streets (two shelters)

15. SECTION II SHELTER LOCATION, CLEANING FREQUENCY AND MAINTENANCE REQUIREMENTS:

- 15.1 The locations of the shelters named in this section shall be maintained as follows:
 - 15.1.1 Cleaning frequency shall be done two (2) times weekly - Monday and Thursday or Tuesday and Friday.
 - 15.1.2 Cleaning shall be done only between the hours of 8:30 a.m. and 3:30 p.m. or after 6:00 p.m.
- 15.2 Maintenance requirements shall include the following functions:
 - 15.2.1 Wash all glazing (windows) inside and out.
 - 15.2.2 Dust and clean benches.
 - 15.2.3 Sweep and remove leaves, trash and other material from inside the shelter waiting area and the area immediately surrounding the shelter area.
 - 15.2.4 Empty trash receptacles in these areas. The contractor will use trash receptacle liners, at his expense.
 - 15.2.5 It is acknowledged that during inclement weather (temperature below 32 degrees F.) washing of shelter glass will not be required.
 - 15.2.6 Remove snow from inside the shelter waiting area and the area immediately surrounding the shelter area.
- 15.3 Power cleaning (power washing) shall be required once in the spring and once in the fall.
 - 15.3.1 This power cleaning shall only be done on the weekends.
- 15.4 Locations:
 - 15.4.1 17th and "A" Streets (one shelter)
 - 15.4.2 17th and South Streets (one shelter)
 - 15.4.3 27th and "O" Streets (one shelter)
 - 15.4.4 25th and "O" Streets (one shelter)
 - 15.4.5 10th and Sumner Streets (one shelter)
 - 15.4.6 10th and South Streets (one shelter)
 - 15.4.7 19th and "A" Streets (one shelter)
 - 15.4.8 17th and "E" Streets (one shelter)
 - 15.4.9 13th and "D" Streets (one shelter)
 - 15.4.10 13th and South Streets (one shelter)
 - 15.4.11 Along North 27th Street in front of the Center for People in Need.
 - 15.4.12 North 27th Street next to the Center for People in Need.

16. SECTION III SHELTER LOCATION, CLEANING FREQUENCY AND MAINTENANCE REQUIREMENTS:

- 16.1 The locations of the shelters named in this section shall be maintained as follows:
 - 16.1.1 Cleaning frequency shall be done once weekly, Monday through Sunday.
 - 16.1.2 Cleaning shall be done any time during the day except between 6:00 a.m. and 8:30 a.m.
 - 16.1.3 If patrons are waiting in a shelter, ask politely if they could move while the cleaning is completed.
- 16.2 Maintenance requirements shall include the following functions:
 - 16.2.1 Wash all glazing (windows) inside and out.
 - 16.2.2 Dust and clean benches.
 - 16.2.3 Sweep and remove all leaves, trash and other material from inside the shelter, waiting area and the area immediately surrounding the shelter.
 - 16.2.4 Remove snow from inside the shelter waiting area and the area immediately surrounding the shelter area.
- 16.3 The contractor shall provide to StarTran a cleaning schedule for shelters in Section III.
 - 16.3.1 StarTran shall approve of any schedule.
 - 16.3.2 The Contractor must give a written notice to StarTran before any alterations the proposed schedule can be made.
- 16.4 Locations:
 - 16.4.1 48th & Huntington
 - 16.1.2 47th & Randolph
 - 16.4.3 46th & "F", North & South
 - 16.4.4 Holdrege & Idylwild
 - 16.4.5 Holdrege & North Cotner
 - 16.4.6 33rd & Holdrege
 - 16.4.7 70th & Vine
 - 16.4.8 66th & Vine
 - 16.4.9 37th & Sheridan Blvd.
 - 16.4.10 48th & Woodlawn
 - 16.4.11 69th & Havelock
 - 16.4.12 60th & Havelock Ave
 - 16.4.13 69th & Havelock Ave
 - 16.4.14 Fremont & Touzlin
 - 16.4.15 Fremont & Way
 - 16.4.16 68th & "L", St. E's Emergency Entrance
 - 16.4.17 48th & Madison
 - 16.4.18 48th & Bancroft (Union College)
 - 16.4.19 48th & Woodland St., West side of the street

16.4.20	25th & Sumner, North side
16.4.21	Tippery & Essex, East side
16.4.22	19th & Center Park Road, NW corner of Round-about
16.4.23	1st & West "O" Street, Southside
16.4.24	11 th & Cornhusker
16.4.25	Portia St. & Knox, West side
16.4.26	14th & Superior, SW corner
16.4.27	27th & Fletcher, West side

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2006 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with this bidding document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bidding documents.

4. CLARIFICATION OF BIDDING DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 4.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the City; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the City prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with the Mayor, any member of the City Council, or City staff except in the course of City sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the City's bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the City of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. to the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the City, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the City; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the City reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the City, and as the City deems will best serve the requirements and interests of the City.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statute Sections 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 The City of Lincoln Purchasing Division provides equal opportunity for all Bidders and encourages minority businesses and women's business enterprises to participate in our bidding process per the Lincoln Municipal Code Chapter 11.

19. LIVING WAGE

- 19.1 The Bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

20. INSURANCE

- 20.1 All Bidders shall take special notice of the insurance provisions required for all City contracts (see *Insurance Requirements for All City Contracts*).

21. EXECUTION OF AGREEMENT

- 21.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
- _____ a. The contract shall consist of a **PURCHASE ORDER** and a copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
- _____ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the Bidder's bid response attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
- X c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of signature shall be attached.
 2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
 3. The City will sign the Contract, insert the date of signature at the beginning of the Contract, prepare an Executive Order to go the Mayor for signature.
 4. Upon approval and signature from the Mayor, the City will return one copy to the successful Bidder.

22. TAXES AND TAX EXEMPTION CERTIFICATE

- 22.1 The City is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

23. CITY AUDIT ADVISORY BOARD

- 23.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

24. **E-VERIFY**

24.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

- B. Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

C. Commercial General Liability Insurance.

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. Vehicle liability insurance coverage.

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Railroad Protective Liability. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.

G. **City included as Insured on Contractor's Policy – Endorsements required.**

The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:

- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:

- is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
- is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.

- (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

C. The obligations of indemnification herein shall not include or extend to:

- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
- (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.

D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.

SECTION I

Maintenance/Cleaning check sheet to be enclosed with each monthly invoice.

LOCATION	MON.	TUES.	WED.	THURS.	FRI.
1. 11th & "N" St.					
11th & "N" St.					
11th & "N" St.					
2. 11th & "J" St.					
3. 13th & "J" St.					
4. 14th & "J" St.					
5. 14th & "L" St.					
6. 14th & "M" St.					
14th & "M" St.					
7. 14th & "O" St.					
14th & "O" St.					
8. 13th & "Q" St.					
13th & "Q" St.					
9. 18th & "J" St.					
10. 17th & "J" St.					
11. 10th & "J" St.					
12. 9th & "J" St.					
13. 17th & "G" St.					
14. 14th & "R" St.					
14th & "R" St.					

SECTION II

Maintenance/Cleaning Check Sheet to be enclosed with each monthly invoice.

LOCATION	MON.	TUES.	WED.	THURS.	FRI.
1. 17th & "A" St.					
2. 17th & South St.					
3. 27th & "O" St.					
4. 25th & "O" St.					
5. 10th & Garfield St.					
6. 10th & South St.					
7. 19th & "A" St.					
8. 17th & "E" St.					
9. 13th & "D" St.					
10. 13th & South St.					
11. North 27 th by Street					
12. North 27 th in front of Center for People in Need					

SECTION III

Maintenance/Cleaning Check Sheet to be enclosed with each monthly invoice.

LOCATION	MON.	TUES.	WED.	THURS.	FRI.
1. 48th & Huntington					
2. 47th & Randolph					
3. 46 th & "F" St., North & South					
4. Holdrege & Idylwild					
5. Holdrege & 42 nd St.					
6. Holdrege & North Cotner					
7. 33rd & Holdrege					
8. 70th & Vine					
9. 66th & Vine					
10. 37 th & Sheridan Blvd.					
11. 52 nd & Normal					
12. 69th & Havelock					
13. 60th & Havelock					
14. Fremont & Touzlan					
15. Fremont & Way					
16. 68 th & "L", St. E's Emergency Entrance					
17. 48th & Madison					
18. 48th & Bancroft, Union College					
19. 48th & Woodland, West side of street.					
20. 25th & Sumner, North side					

LOCATION	MON.	TUES.	WED.	THURS.	FRI.
21. Tipperary & Essex, East side					
22. 19 th & Center Park Road, NW corner of Round-a-bout.					
23. 1st & West "O", South side 11th & Cornhusker					
24. 11th & Cornhusker					
25. Portia St. & Knox, West side					
26. 14 th & Superior, SW corner					
27. 27th & Fletcher, West side					

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
1/19/2010**PRODUCER**

INSPRO Insurance
1919 S 40th St, Suite #104
P.O. Box 6847
Lincoln, NE 68506

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

JJJ and GIB Inc.
dba Hartland Cleaning Service
6132 Havelock Ave Suite C
Lincoln, NE 68507

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Nationwide Insurance

00035

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:250 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ACP7232439624	01/01/10	01/01/11	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ACP7232439624	01/01/10	01/01/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	ACP7232439624	01/01/10	01/01/11	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	ACP7232439624 YES	01/01/10	01/01/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Lincoln/Lancaster County Star Tran is listed as additional insured for general liability.

CERTIFICATE HOLDER

City of Lincoln/Lancaster County
Star Tran
Attn: Tom Kopplin
710 "J" Street
Lincoln, NE 68508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

